

1911-0000

1995

PM

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 21, 1995, between AKF CORP., a Delaware corporation (the "Transferor"), and ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Transferee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Transfer Agreement (as defined below).

WHEREAS: the Transferee and the Transferor have entered into an Asset Transfer Agreement dated as of the date hereof (the "Asset Transfer Agreement"), in connection with the sale of, among other things, the special purpose covered hopper and tank railcars described on Schedule 1 (the "Equipment"), subject to the Leases (as defined below), from the Transferor to the Transferee for consideration in the amount and on the terms and conditions provided in the Asset Transfer Agreement; and

WHEREAS: the parties now desire to carry out the intent and purpose of the Asset Transfer Agreement by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Leases to the extent they relate to the Equipment to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Leases to the same extent.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Leases" means all current leases of any one or more railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment more specifically described on Schedule 1, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing. If any of the Leases (including, without limitation, any master lease) shall include both Equipment and railcars not part of the Equipment, then such Leases shall be subject to this Agreement only to the extent they cover Equipment; and for purposes of this Agreement, the term Lease shall mean a lease (including without limitation, the provisions of any master lease) only insofar as such lease applies to Equipment subject to this Agreement.

2. Effective as of the date hereof, the Transferor hereby sells, transfers, assigns, conveys, grants and sets over to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Leases, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. Effective as of the date hereof, the Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Leases, and the Transferee hereby covenants and agrees to discharge,

perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the date first above written.

AKF CORP.

By: 

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Leases (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

4. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively sell, transfer, assign, convey, grant and set over the Leases to the Transferee.

5. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Leases or to release the Transferor and its affiliates from their obligations under or on account of the Leases so long as such release will not prejudice the Transferee's rights, title and interest in and to the Leases.

6. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

7. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in one or more counterparts by their duly authorized officers as of the date first above written.

AKF CORP.

By: _____

Name: Monte L. Miller
Title: Vice President

ACF INDUSTRIES, INCORPORATED

By: _____

Name: James C. Bates
Title: Vice President and Chief
Financial Officer

[Signature Page to Assignment and Assumption Agreement]

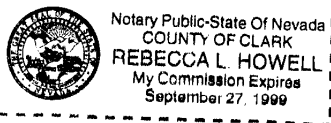
12/3/95; 4:56pm

%01 %/ %02 %/ %d %/ %N %. %V %

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this 5th day of December, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rebecca L. Howell

Notary Public


STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this day of December, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President, and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this day of December, 1995, before me, personally appeared Monte L. Miller to me personally known, who being by me duly sworn, says that he resides at Henderson, Nevada and is Vice President of AKF Corp., that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 6th day of December, 1995, before me, personally appeared James C. Bates to me personally known, who being by me duly sworn, says that he resides at St. Louis, Missouri and is Vice President and Chief Financial Officer of ACF Industries, Incorporated, that said instrument was signed on the date hereof on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

NANCY COLLINS
NOTARY PUBLIC - STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES AUG. 2, 1996

Nancy Collins
Notary Public

SCHEDULE 1

DESCRIPTION OF EQUIPMENT

Each of the special purpose covered hopper and tank railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth on Annex X hereto.

DESCRIPTION OF LEASES

Each of the user leases or lease schedules or riders with the contract rider number and the named lessee set forth in Annex Y hereto insofar as it relates to the covered hopper and tank railcars with the car numbers set forth on Annex Y hereto.

ANNEX X

| RPTG MARK | CAR NUMBER | RPTG MARK | CAR NUMBER | RPTG MARK | CAR NUMBER |
|--------------|---------------|--------------|---------------|--------------|---------------|
| ACFX | 51306 | ACFX | 64574 | ACFX | 71523 |
| ACFX | 51610 | ACFX | 64575 | ACFX | 71524 |
| ACFX | 51611 | ACFX | 64576 | ACFX | 71525 |
| ACFX | 51612 | ACFX | 64577 | ACFX | 71857 |
| ACFX | 51613 | ACFX | 64578 | ACFX | 71858 |
| ACFX | 51614 | ACFX | 64579 | ACFX | 71860 |
| ACFX | 51615 | ACFX | 64580 | ACFX | 71861 |
| ACFX | 51616 | ACFX | 64581 | ACFX | 71862 |
| ACFX | 51617 | ACFX | 64582 | ACFX | 71863 |
| ACFX | 51618 | ACFX | 64583 | ACFX | 71864 |
| ACFX | 51619 | ACFX | 64584 | ACFX | 72049 |
| ACFX | 51620 | ACFX | 64585 | ACFX | 72050 |
| ACFX | 51621 | ACFX | 64586 | ACFX | 72051 |
| ACFX | 51622 | ACFX | 64587 | ACFX | 72052 |
| ACFX | 51623 | ACFX | 64588 | ACFX | 72053 |
| ACFX | 51624 | ACFX | 64589 | ACFX | 72054 |
| ACFX | 51625 | ACFX | 64590 | ACFX | 72055 |
| ACFX | 64541 | ACFX | 64591 | ACFX | 72056 |
| ACFX | 64542 | ACFX | 64592 | ACFX | 72057 |
| ACFX | 64543 | ACFX | 64593 | ACFX | 72058 |
| ACFX | 64544 | ACFX | 64828 | ACFX | 72494 |
| ACFX | 64545 | ACFX | 64829 | ACFX | 72498 |
| ACFX | 64546 | ACFX | 64832 | ACFX | 72499 |
| ACFX | 64547 | ACFX | 64837 | ACFX | 72500 |
| ACFX | 64548 | ACFX | 64841 | ACFX | 72501 |
| ACFX | 64549 | ACFX | 64843 | ACFX | 72502 |
| ACFX | 64550 | ACFX | 64846 | ACFX | 72503 |
| ACFX | 64551 | ACFX | 64848 | ACFX | 72562 |
| ACFX | 64552 | ACFX | 64849 | ACFX | 72563 |
| ACFX | 64553 | ACFX | 64851 | ACFX | 72564 |
| ACFX | 64554 | ACFX | 71503 | ACFX | 72565 |
| ACFX | 64555 | ACFX | 71504 | ACFX | 72566 |
| ACFX | 64556 | ACFX | 71505 | ACFX | 72567 |
| ACFX | 64557 | ACFX | 71506 | | |
| ACFX | 64558 | ACFX | 71507 | 133 CARS | |
| ACFX | 64559 | ACFX | 71508 | | |
| ACFX | 64560 | ACFX | 71509 | | |
| ACFX | 64561 | ACFX | 71510 | | |
| ACFX | 64562 | ACFX | 71511 | | |
| ACFX | 64563 | ACFX | 71512 | | |
| ACFX | 64564 | ACFX | 71513 | | |
| ACFX | 64565 | ACFX | 71514 | | |
| ACFX | 64566 | ACFX | 71515 | | |
| ACFX | 64567 | ACFX | 71516 | | |
| ACFX | 64568 | ACFX | 71517 | | |
| ACFX | 64569 | ACFX | 71518 | | |
| ACFX | 64570 | ACFX | 71519 | | |
| ACFX | 64571 | ACFX | 71520 | | |
| ACFX | 64572 | ACFX | 71521 | | |
| ACFX | 64573 | ACFX | 71522 | | |

ANNEX Y

| LESSEE CODE | LESSEE | CONTRACT/ RIDER | RPTG MARK | CAR NUMBER | CAR TYPE | YEAR BUILT | LEASE EFFECTIVE DATE | LEASE EXPIRATION DATE | # OF CARS |
|----------------|------------------------------|--------------------|--------------|---------------|-------------|---------------|----------------------------|-----------------------------|--------------|
| | 5 AG PROCESSING, INC. | | | | | | | | |
| | | 56650016 | ACFX | 72494 | T | 1987 | 01/01/93 | 12/31/97 | |
| | | 56650016 | ACFX | 72498 | T | 1987 | 01/01/93 | 12/31/97 | |
| | | 56650016 | ACFX | 72499 | T | 1987 | 01/01/93 | 12/31/97 | |
| | | 56650016 | ACFX | 72500 | T | 1987 | 01/01/93 | 12/31/97 | |
| | | 56650016 | ACFX | 72501 | T | 1988 | 01/01/93 | 12/31/97 | |
| | | 56650016 | ACFX | 72502 | T | 1988 | 01/01/93 | 12/31/97 | |
| | | 56650016 | ACFX | 72503 | T | 1987 | 01/01/93 | 12/31/97 | |
| | 5 AG PROCESSING, INC. | | | | | | | | 7 |
| | 154 DOW CHEMICAL COMPANY THE | 15220074 | ACFX | 64541 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64542 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64543 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64544 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64545 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64546 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64547 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64548 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64549 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64550 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64551 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64552 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64553 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64554 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64555 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64556 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64557 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64558 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64559 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64560 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64561 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64562 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64563 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64564 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64565 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64566 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64567 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64568 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64569 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64570 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64571 | H | 1986 | 01/01/87 | 12/31/96 | |

ANNEX Y

| LESSEE CODE | LESSEE | CONTRACT/ RIDER | RPTG MARK | CAR NUMBER | TYPE OF CAR | YEAR BUILT | LEASE EFFECTIVE DATE | LEASE EXPIRATION DATE | # OF CARS |
|----------------|--------|--------------------|--------------|---------------|----------------|---------------|----------------------------|-----------------------------|--------------|
| | | 15220074 | ACFX | 64572 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64573 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64574 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64575 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64576 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64577 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64578 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64579 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64580 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64581 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64582 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64583 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64584 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64585 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64586 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64587 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64588 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64589 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64590 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64591 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64592 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 15220074 | ACFX | 64593 | H | 1986 | 01/01/87 | 12/31/96 | |
| | | 00020201 | ACFX | 72562 | T | 1988 | 06/01/93 | 05/31/98 | |
| | | 00020201 | ACFX | 72563 | T | 1988 | 06/01/93 | 05/31/98 | |
| | | 00020201 | ACFX | 72564 | T | 1988 | 06/01/93 | 05/31/98 | |
| | | 00020201 | ACFX | 72565 | T | 1988 | 06/01/93 | 05/31/98 | |
| | | 00020201 | ACFX | 72566 | T | 1988 | 06/01/93 | 05/31/98 | |
| | | 00020201 | ACFX | 72567 | T | 1988 | 06/01/93 | 05/31/98 | |
| | | 35250019 | ACFX | 64828 | H | 1987 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64829 | H | 1987 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64832 | H | 1988 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64837 | H | 1988 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64841 | H | 1988 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64843 | H | 1988 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64846 | H | 1988 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64848 | H | 1988 | 07/01/93 | 06/30/98 | |
| | | 35250019 | ACFX | 64849 | H | 1988 | 07/01/93 | 06/30/98 | |

154 DOW CHEMICAL COMPANY THE
161 E I DUPONT DE NEMOURS AND C

53

161 E I DUPONT DE NEMOURS AND C
225 GEON COMPANY, THE

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ANNEX Y

| LESSEE CODE | LESSEE | CONTRACT/ RIDER | RPTG MARK | CAR NUMBER | TYPE OF CAR | YEAR BUILT | LEASE EFFECTIVE DATE | LEASE EXPIRATION DATE | # OF CARS |
|----------------|---------------------------------|--------------------|--------------|---------------|----------------|---------------|----------------------------|-----------------------------|--------------|
| | 225 GEON COMPANY, THE | 35250019 | ACFX | 64851 | H | 1988 | 07/01/93 | 06/30/98 | 10 |
| | 230 GRAIN PROCESSING CORP | | | | | | | | |
| | | 4065 | ACFX | 71503 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71504 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71505 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71506 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71507 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71508 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71509 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71510 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71511 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71512 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71513 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71514 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71515 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71516 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71517 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71518 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71519 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71520 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71521 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71522 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71523 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71524 | T | 1986 | 11/01/86 | 10/31/96 | |
| | | 4065 | ACFX | 71525 | T | 1986 | 11/01/86 | 10/31/96 | |
| | 230 GRAIN PROCESSING CORP | | | | | | | | 23 |
| | 270 HAYWOOD COMPANY | 4115 | ACFX | 51306 | H | 1986 | 11/01/91 | 10/31/96 | |
| | 270 HAYWOOD COMPANY | | | | | | | | 1 |
| | 464 PROCTER & GAMBLE MFG COMPAN | | | | | | | | |
| | | 96750528 | ACFX | 51610 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51611 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51612 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51613 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51614 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51615 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51616 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51617 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51618 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51619 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51620 | H | 1987 | 12/01/92 | 11/30/97 | |

08-Dec-95

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ANNEX Y

| LESSEE CODE | LESSEE | CONTRACT/ RIDER | RPTG MARK | CAR NUMBER | CAR TYPE | YEAR BUILT | LEASE EFFECTIVE DATE | LEASE EXPIRATION DATE | # OF CARS |
|----------------|----------------------------------|--------------------|--------------|---------------|-------------|---------------|----------------------------|-----------------------------|--------------|
| | | 96750528 | ACFX | 51621 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51622 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51623 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51624 | H | 1987 | 12/01/92 | 11/30/97 | |
| | | 96750528 | ACFX | 51625 | H | 1987 | 12/01/92 | 11/30/97 | 16 |
| | 464 PROCTER & GAMBLE MFG COMPANY | 4302 | ACFX | 71857 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | 568 EASTMAN CHEMICAL COMPANY | 4302 | ACFX | 71858 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | | 4302 | ACFX | 71860 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | | 4302 | ACFX | 71861 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | | 4302 | ACFX | 71862 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | | 4302 | ACFX | 71863 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | | 4302 | ACFX | 71864 | T | 1987 | 08/01/95 | 07/31/2000 | |
| | | 4319 | ACFX | 72049 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72050 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72051 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72052 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72053 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72054 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72055 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72056 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72057 | T | 1987 | 07/01/92 | 06/30/97 | |
| | | 4319 | ACFX | 72058 | T | 1987 | 07/01/92 | 06/30/97 | |
| | 568 EASTMAN CHEMICAL COMPANY | | | | | | | | 17 |
| | TOTAL | | | | | | | | 133 |